

Davisburg United Methodist Church Resource Request

Purpose

The purpose of the Davisburg United Methodist Church Campus is to serve its membership and constituents and to further the Kingdom of God in our neighborhood and community in the most efficient way.

Basic Policy

For scheduling purposes, activities that are normal church functions and those involving members and constituents will be given top priority. Use of the Campus by other Christian or community organizations will be considered based upon the nature of the activity and approval of the Pastor. All activities performed on the premises will conform to acceptable behavior including: smoking in only designated areas (25' from any door or window), no alcoholic beverages allowed, no substance abuse of any nature and no profane or derogatory language.

Reservations and Scheduling

Requests for Resources by church members and constituents should be made as far in advance as possible.

The size of the group will determine the facility and/or rooms to be used

1. The Church Administrative Assistant will be in charge of scheduling the calendar with the Pastor's consent and will make decisions as to whether the building is available at that time.
2. Application forms will be filled out by ALL interested parties (members, constituents, other) and processed through the Church Office. After approval, the applicant will receive a copy.
3. Outside organizations wishing to schedule weekly events may do so two (2) months in advance for one month at a time. (Exceptions may be granted with Pastor approval.)
4. Outside organizational activities will require a church member to be present at all times during the event.

Disclaimer

Reservations once established shall not normally be cancelled by the church except due to circumstances beyond the control of the church.

General Policy

1. All lights are to be turned off when room is not in use
2. Upon Trustee direction, Gas is to be turned off in kitchen when not in use.
3. All doors/windows are to be closed after use. Any door without an attached stopper at floor level is a Fire Door and to remain closed at all times.
4. Tables and chairs are to be returned to storage after use following the posted procedures in location utilized.
5. Empty all trash receptacles (in room, on rollers and in restrooms) in to dumpster in parking lot after use of facility is completed.
6. No decorations or other items to be attached to drywall or ceilings.
7. No individual profit-making ventures will be allowed on church property.
8. Doors to rooms not being used will remain closed and/or locked at all times.
9. All church owned equipment (electronic/digital/analog/projectors/monitors/TV's/sound equipment/other) will NOT be loaned out for any reasons.

Dancing - Receptions

1. All music will adhere to Christian morals
2. There will be NO music allowed which shall have any sexual innuendos, obscene language or anti-Christian sentiment.
3. Users will be asked to discontinue music that violates the above conditions. Forfeiture of deposit will result from lack of compliance to the above.
4. Requestor MUST schedule a meeting with the Administrative Assistant to review the Resource Request Policy.
5. Music shall be completed by 12:30 am
6. Premises should be vacated by 1:00 am

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Davisburg United Methodist Church Resource Request

Name of Requestor/Organization

DUMC Member Non-Member

Name of Event (This is what will appear on the church calendar)

Date of Request	Month	Day	Year

Resource/s Requested (Include all rooms, kitchen, grounds, etc.)

Start Date of Event	Month	Day	Year

Where will Event take place? (Davisburg or another location) Additional information may be included in the "Additional Info" section below

End Date of Event	Month	Day	Year

Frequency of Event	Other	Day	Week	Exceptions: (During this time, when will the Event NOT occur?)
<input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other:				

Room Requested	Room Requested	Room Requested

Room Requested	Room Requested	Room Requested

Equipment/Resource Request

Name of Requestor

DUMC Member Non-Member

Name of Event (This is what will appear on the church calendar)

Date of Request	Month	Day	Year

Resource/s Requested	Number

Resource/s Requested	Number

Resource/s Requested	Number

Resource/s Requested	Number

Resource/s Requested	Number

Resource/s Requested	Number

NOTE: Number of resources requested may be greater than resources available, we will attempt to honor requests.

Requested Pick-Up Date

Month	Day	Year

Drop-Off Date

Month	Day	Year

Where and how will the resource/s be used?

I have read and agree to abide by the Resource Request Policy - including the liability & security measures contained therein & the Child Protection Policy (CPP). Both of these documents can be found on the DUMC website www.davisburgumc.com. By including my email address here, I understand that an event confirmation will be emailed to me. I agree to pay any fees that are required based on the policy and understand that the event will not be confirmed until payment is received. If this request is to borrow equipment, I agree to return all borrowed items on agreed date and in the same condition as borrowed. If item(s) are damaged or destroyed, I and/or my organization will pay for repair or replacement at present replacement value.

Yes

No

Name

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Address

City

State

Zip

Email

Fee Submitted	
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Make Checks payable to
Davisburg UMC

Completed Requests can be Faxed to 248-634-0872, emailed to davisburgumc803@aol.com or dropped off at the Administrative Offices

Additional Information

TERMS AND CONDITIONS

NOTE: The tables and chairs owned by Davisburg United Methodist Church (DUMC) may only be used by cities, towns, municipalities, non-profit organizations, residents and businesses within the Davisburg boundaries. They will not be loaned to anyone residing outside the Area or used outside the Davisburg borders unless approved by the DUMC Trustees. DUMC's intent is to support Davisburg community events with a quality facility.

In consideration of the usage of that certain Equipment described on this Resource Request Agreement and General Release and in addition to all of the terms and conditions set forth in this agreement, the parties do further agree as follows:

- 1. Safety/Operating Instructions:** Customer is responsible to assemble and disassemble the tables and chairs. As with any table/chair over loading can cause the structure to fail; While DUMC is providing a medium-duty table and chair, misuse, abuse, or improper usage can result in structure failure. Customer agrees to follow manufacturer load ratings and ensure the proper use of the tables/chairs (No standing on tables or chairs). Customer will keep and maintain safety rules for crowd control and to assume any and all risk of injury arising out of table or chair failure due to improper use.
- 2. General Release/indemnity/hold harmless:** I, _____ understand and acknowledge that the use of a table/chair entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless DUMC from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should DUMC or anyone acting on behalf of DUMC be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold DUMC harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against DUMC, it is agreed to do so solely in the State of Michigan. I agree that if any portion of this agreement is found to be void or unenforceable the remaining portions shall remain in full force and effect. In consideration of being permitted by DUMC to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless DUMC from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.
- 3. Care of equipment:** Customer will clean all tables and chairs prior to returning them to DUMC. Customer will remove all food particles, stains, dirt, mud, debris, and tape from tables and chairs to the best of their ability. Customer will report any damage to tables or chairs, setting damaged items to the side for inspection by a DUMC staff member.
- 4. Identity of parties:** For the purposes of this Rental Agreement. DUMC shall mean Davisburg United Methodist Church, its officers, directors, staff, employees, contractors, agents, volunteers and "Customer" shall mean the person(s) or company listed in the "Application Information" box on the first page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
- 5. Pick-up and/or Delivery:** DUMC does not pick-up or deliver the Table and/or Chairs requested. Customer is responsible for pick-up and return of equipment. A DUMC staff member will be available to check-out and check-in tables and/or chairs but is not responsible for the loading or unloading of your vehicle used to transport items,
- 6. Receipt/inspection of Equipment:** Customer requests and receives the Equipment on an "as is" basis. Customer acknowledges that Customer will personally inspect the Equipment items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such Equipment items will not be used if Customer finds that it is not suitable for Customer's needs.
- 7. Possession/Title:** Customer's right to possession of the Equipment begins upon the items being picked-up by Customer and terminates on the actual delivery to DUMC. Retention of possession, or any failure to deliver the item(s) at or after the end of the "Requested Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to DUMC the full replacement value for such Equipment listed on the Application Information page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by DUMC. Title to the rental items is and shall remain in DUMC name. Customer agrees to keep the Equipment in his/her/their custody and control from the time of Customer Pick-Up of the items, until Customer delivers such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Customer's Address, or otherwise transfer such items. If Equipment items are not returned and/or levied upon for any reason whatsoever, DUMC may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold DUMC harmless from any and all claims and costs arising from such retaking and/or levy. If Equipment items are levied upon, or otherwise moved from Delivery Address, Customer shall notify DUMC immediately.
- 8. Care of the Equipment:** Customer shall be responsible for any and all damage to any of the Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Customer shall be liable to DUMC for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the equipment on the Application Information page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl, bending/breaking of poles, legs or supports, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of equipment with non-approved items such as chemicals, non-approved food, paint, silly string (see Paragraph 12), mud, clay, or other materials. A \$50.00 cleaning fee may be imposed if tables and chairs are not cleaned prior to being returned.
- 9. Equipment Problems:** *Should any equipment develop a problem, or does not function correctly at any time, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment.*
- 10. Limited Warranty:** DUMC warrants that the Equipment loaned under this Agreement will be in good working order when pick-up. All equipment is supplied and maintained subject solely to this warranty. DUMC sole and exclusive obligations under this warranty is limited to repair or replacement of the equipment when DUMC determines that it does not conform to this warranty. DUMC makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. DUMC shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the equipment. DUMC shall not be responsible for any defect or failure unknown to DUMC at the time of pick-up or caused during transportation of equipment.
- 11. Compliance with Laws:** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the equipment during the agreed time period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.
- 12. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
- 13. Customer Acknowledgment:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.
- 14. Severability:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.
- 15. Entire Agreement:** This Agreement constitutes the full agreement between DUMC and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Equipment that is the subject of this Agreement and General Release and the fact that it is in good working order.
- 15. Entire Agreement:** This Agreement constitutes the full agreement between DUMC and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Equipment that is the subject of this Agreement and General Release and the fact that it is in good working order.

Davisburg United Methodist Church Child Protection & Building Use Liability Acknowledgement By Outside Organizations

This document is to be completed by Non-Davisburg United Methodist Church organizations/persons

Please Note:

This form must be filled out annually. If you have already completed it one time in the current calendar year, you do not need to complete it again until your first request for next year.

By signing the Resource Request Form, Non Pender Users/Organizations agree to all of the following:

1. Assume legal liability for injury or damage to persons or property caused by their members, or the equipment they own and use.
2. To hold Davisburg United Methodist Church harmless in the event of any injury or damage.
3. Take full responsible for the care and protection of minors attending or participating in the User Organization's activity.
 - a. The User Organization shall ensure compliance with the Davisburg United Methodist Church Child Protection Policy & Procedures by all members of the User Organization.
 - b. They acknowledge that Davisburg is not responsible for the care and safety of minors attending the User Organization's event.
4. Agree to provide a Certificate of Insurance to Pender prior to the event.

Please fill out the following; sign, date and return this form (It is suggested you keep a copy for your records also) to indicate that you have read, understand, accept, and will comply with the Child Protection Policy and Procedures & the Building Use Policy of Davisburg United Methodist Church.

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Organization Name

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Last Name First Name M.I.

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Street Address Apt/Unit #

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City State Zip Code

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Home Phone Cell Number Work Number

The undersigned represents and warrants the he/she is an authorized agent of the organization set forth above (hereinafter "Organization") with full power and authority to execute this agreement on behalf of the Organization. The Organization and the undersigned individually acknowledge receipt and distribution of the Child Protection Policy to all adult attendees who work with children or youth on the premises of PUMC. In consideration of Davisburg furnishing or making available property (real and personal), facilities, services, resources, supplies, programs and/or equipment (hereinafter "Church Property") to the Organization, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, individually and on behalf of the Organization, assumes all risk, responsibility and liability for any and all injuries, dangers, loss or damage of any nature whatsoever, which occur, arise from or are related to the use of Church Property by the Organization and/or failure of any attendee to fully comply with all terms and provisions of the Policy.

The undersigned, individually and on behalf of the Organization, acknowledges that he/she and all adult attendees who work with youth or children, have read and understand the Policy and agree at all times to abide by all terms and provisions of the Policy. In addition, neither the undersigned nor any adult (who works with youth or children) of any function held at Pender have been accused of, charged with, or participated in any activity in violation of law related to child abuse or neglect or any activity in violation of any term or provision of the Policy.

Date of Signature

Month	Day	Year

Signature of Parent or Legal Guardian

Davisburg United Methodist Church Resource Suggested Donation Schedule

Resource	DUMC Member Refundable Security Deposit	Suggested Donation Per Day Of Usage	Non-Member Refundable Security Deposit	Suggested Donation Per Day Of Usage
Sactuary	\$0.00	\$0.00	\$50.00	\$100.00
Fellowship Hall & Kitchen	\$50.00	\$0.00	\$50.00	\$50.00
Library	\$50.00	\$0.00	\$25.00	\$25.00
Wesley Hall (Gym)	\$150.00	\$100.00	\$150.00	\$300.00
Asbury Room	\$50.00	\$0.00	\$50.00	\$50.00
Daniel Room	\$50.00	\$0.00	\$50.00	\$50.00
Stephen Room	\$50.00	\$0.00	\$50.00	\$50.00
Pastor	Honorarium		\$150.00	
Custodian	Included in above suggestions		Included in above suggestions	
Musicain (In Addition To Above Suggestions)	\$100.00		\$100.00	
Equipment Moving/Set-up/Take-Down Tables and Chairs ARE NOT considered "Equipment"	\$ 0.00 to \$100.00 Based upon and determined by "Equipment" being moved/set-up/taken down		\$ 0.00 to \$100.00 Based upon and determined by "Equipment" being moved/set-up/taken down	

NOTES:

1. Other fees may apply for additional insurance coverage costs associated with certain activities such as a moon bounce applies to all groups
2. Groups 2 - 6. Users for weddings shall pay wedding fees found in the Davisburg Wedding Policy which are not included in this fee schedule
3. On an annual basis Group 4 organizations shall specify the rooms needed for regular meetings on the Building Use Request Form. Fees listed for Group 4 above shall be treated as annual fees for regular meetings. However, for special events (ex: Pinewood Derby) a separate per use fee shall be charged using the Group 4 fees listed above. In addition, Sanctuary, Grounds/Parking Lot Events & Moving Equipment and Stage are per use fees (not annual fees). Groups may provide "in-kind" services for the Church in lieu of fees stated via written request to the Trustees specifying the services and proposed approximate dates on an annual basis. The Trustees may approve some or all of the requested in-kind services on an annual basis.
4. For small events, the DUMC Church Senior Pastor may waive the security deposit.
5. Common equipment and stage will only be moved by members of the DUMC staff.
6. Only spiritual activities such as weddings will be approved for the sanctuary and/or chapel for Use Groups 4 – 6
7. Only non-penetrating stakes shall be used in the parking lot. Request of recreational equipment must be specifically outlined and approved prior to use. In addition, see Footnote 1 for additional insurance requirements.

Record Of Transaction

Approved By:

Month	Day	Year

Deposit

Amount Due

Refundable Security

Funds Received By:

Month	Day	Year

Please provide a receipt for any and all transactions of funds. If a copy is made of this document to be used as a receipt, please stamp "COPY" on the Office Copy and provide original to provider of funds.